

Mass Gathering Permit
Application
Attachment "D"
(4 pages)



FOR OFFICE USE ONLY

Pymt Method _____

Pymt Date _____

Conf Date _____

VINTAGE MARKET DAYS VENDOR CONTRACT

DALLAS-MCKINNEY

This agreement is entered into this day _____ by and between Dallas-McKinney Vintage Market Days ("VMD") and "Vendor" _____ and, if applicable, "Additional Vendor" _____.

1. LOCATION AND DATE

Vintage Market Days will be held at the Myers Park & Event Center, 7117 County Road 166, McKinney, TX. The market will begin on Friday, May 6, 2016 and end on Saturday, May 7, 2016. Vintage Market Days has a "rain or shine" policy. Failure to show at the market will result in automatic loss of space assignment, and loss of deposit (booth rental).

2. SET UP TIME/TEAR DOWN OPERATIONS

The Vendor understands that they are agreeing to arrive for set up at an assigned time to be determined. Set up will occur on the week of VMD. Booths need to be ready for business no later than 8:00am on Friday, May 6, 2016. Vendor understands that arriving at a time other than their assigned check in time could result in a delayed check in time and loss of unloading service. The vendor agrees to have their booth open for business Friday 9am to 4pm, and Saturday 9am to 4pm. Hours of operation are CST. All Vendor vehicles will be parked in a designated vendor parking at Vintage Market Days. Vendors may not break down booth space prior to close of the market on the final day of the market unless otherwise approved by VMD. Booths MUST be completely packed and the area clear of all children before vehicles are pulled to booth areas. Load out must be completed and all inventory and personal effects must be removed within a reasonable time once the market closes on the final day.

3. VENDOR OPERATIONS

Vendor agrees to keep all areas clean and neat at all times. Vendor is responsible for cleaning their own area completely at the end of the market and removing all trash, boxes, packing materials, and unsold goods from the property. Dumpsters at the market will not be used for large item disposal. All large items must be removed from the property and it is the vendor's responsibility to do so. Vendor is responsible for furnishing all necessary equipment and materials in the designated booth space no larger than the space they are assigned. No tents should be installed into asphalt. VMD does not provide tents or tables. Tables must be covered. Vendor items including packing materials, bags and personal items may be placed under tables as long as the table covering completely conceals them. Signage cannot be placed outside of footprint of booth space. Vendors will work professionally, cooperatively, and reasonably with customers, market staff and volunteers. No guests will be allowed to shop in vendor booths before the event opens. No alcohol, smoking, illegal substances or weapons are allowed at any time. Vendors will be responsible for displaying and selling items in their booth throughout the 2-day event.

Vendor Parking: Vendor agrees to park all vehicles/trailers etc. in designated vendor parking area. VMD reserves the right to tow vendor vehicles, trailers, etc not parked in designated parking areas. Vendor understands VMD parking permits are required for all vendor vehicles and must be visible on vehicle throughout the VMD event.

Vendor Passes: Vendor Passes are provided by VMD for vendor use only. Each approved vendor will receive two vendor passes. Additional vendor passes can be purchased for a fee of \$10.00. Vendors are to have vendor passes visible throughout the VMD event. VMD will replace lost vendor passes for a fee of \$10.00.

Electricity: If available, access to electricity will be provided for an additional fee of \$35. All vendors using electric will need to provide their own 100 ft 12-gauge electric cord and surge protector.

Internet Access: Please come prepared to do business without WiFi. WiFi may or may not be provided by the venue. If WiFi is provided by the venue, it may be an additional expense. WiFi is not guaranteed.

4. ASSIGNMENT OF CONTRACT

Vintage Market Days reserves the right to assign Vendor locations on a first come, first serve basis. VMD will work to accommodate the needs of all Vendors. VMD reserves the right to make the final decision and the Vendor agrees to be subject to the location decisions made by VMD. Vendors may not transfer or sublease the booth to another person or share assigned space with any other vendor unless it is specifically approved by VMD. Additional vendors are required to submit an application and be approved by VMD prior to selling goods at a VMD event. A fee of 50.00 will be applied and must be paid at time payment is due. One vendor contract will be created for each booth space and will identify all approved vendors and include all fees that apply. All approved vendors must sign a vendor contract.

5. VENDOR REFUND POLICY

No refunds will be given to Vendor if Vendor cancels or does not attend the event. All vendor payments are final, non-refundable and non-transferrable.

6. REGULATORY REQUIREMENTS

Vendor is responsible for all permits and insurance required or necessary for the operation of Vendor's business. Vendor will be responsible for assessing and collecting all taxes from customers including the appropriate city, county, and state sales taxes on products sold as required by the Texas Tax Commission. A Texas sales tax number is required. VMD is not responsible for collecting sales tax for Vendors from customers. Each Vendor is required to have a Texas Sales Tax Permit and must post such permit where visible in your booth. Vendor will not be allowed to set up prior to providing a Texas sales tax ID number. If you do not have a sales tax permit you may obtain one by going to the website at www.window.state.tx.us/taxpermit or call 1-800-252-5555. All sales taxes on items sold at this event are the sole responsibility of the vendor in compliance with Texas State Law and each vendor will pay sales tax collected on their own. It should be noted that all vendors will be reported as attending the event and sales tax was collected by the vendor throughout the event.

Texas TAX ID NUMBER: _____

Please include a copy of your sales tax permit identifying your sales tax number for Texas.

7. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages or liabilities resulting from the private dealings with any helpers, customers and sale of unsafe or unsound goods. Vintage Market Days will not be responsible for damages or personal injury resulting from the use of umbrellas, tables, tents and other devices used in conjunction with the vendor's booth. Neither Vintage Market Days LLC nor the owners of the property where Vintage Market Days takes place assumes any responsibility day or night to ensure the safety of Vendor's property, goods and consumables from damage, theft, fire, malicious mischief, accident, loss of electricity, weather related incidents, or other. Vendor agrees to not hold Vintage Market Days and/or the property owner liable for any theft or damage caused to their inventory or personal effects before the sale, during the sale and/or after the sale. Security measures will be provided but this in no way ensures that the Vendor's property is secure from all possibilities of damage or theft. The Vendor is charged with the responsibility of protecting their own property at all times during the event and obtaining the appropriate liability and property insurance (recommended). The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge Vintage Market Days, its employees, agents, officers, and property owner for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Vendor's participation in the Vintage Market Days, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of Vintage Market Days, its employees, agents, officers and property owner. In consideration of the acceptance of the right to participate, entrants, participants, and spectators by execution of this contract form, release and discharge Vintage Market Days LLC, Vintage Market Days of Dallas-McKinney, venue location, and their partners, franchisees, licensees, directors, employees, contract labor, agents, representatives, and servants, and anyone else connected with management or presentation of Vintage Market Days of and from any and all known and unknown damages, injuries, losses, judgements, and/or claims from any cause whatsoever that may be suffered by an entrant to this person or property.

8. MERCHANDISE AND PROMOTIONAL MATERIAL LIMITATIONS

Vintage Market Days reserves the right to require the vendor to remove from the booth any item or items that in its sole opinion are not appropriate for the Vintage Market Days sale, including items with printed language or profanity deemed inappropriate, or any items being sold by a vendor that has not been approved to attend the VMD event. Vendors are prohibited from distributing any promotional material at a VMD event without prior VMD written approval. Failure to comply could result in a fine of \$100.00. VMD does offer sponsorship options for businesses wanting to use VMD as a promotional avenue. Please contact VMD for more information regarding sponsorship opportunities.

9. COMPLIANCE

9.1 Vendor shall be solely responsible for ensuring the items sold and marketed for sale at the Premises are appropriate for sale under all applicable local, state, and federal laws and regulations. Vendor shall not sell or market for sale any item that infringes on the rights of a third party, included but not limited to, items that violate copyrights, trademarks, patents, trade secrets, publicity, or privacy rights of third parties. No smoking or use of alcohol is permitted during the Vintage Market Days event.

9.2 For a period of 24 months after the effective date of this agreement, vendor will not directly or indirectly solicit business from or attempt to develop, own, operate, or create the same or similar event as are now being provided to any customer or vendor attending a VMD event. This agreement shall apply to all states in the United States in which Vintage Market Days LLC has the right to sell a VMD Franchise.

9.3 Vendors who own or operate an event similar to Vintage Market Days must receive written permission from both the VMD event territory and Vintage Market Days LLC to participate in a Vintage Market Days event. Failure to comply will result in a fine of \$1000.

10. QUALIFYING PRODUCTS

The vendor expressly warrants that the goods sold to any customer is what the vendor represents they are. If the goods sold are not as represented, the vendor shall refund the full sales price to purchaser. If any purchaser brings a lawsuit in law or equity against Vintage Market Days or its employees, for any goods sold which are not what was represented by the vendor, its agents or employees, the vendor hereby agrees to indemnify and hold harmless Vintage Market Days or its employees for any losses sustained from said action, including attorneys' fees, second attorneys' fees, or appeal incurred by Vintage Market Days for the defense of the action and/or the indemnification and shall hold harmless. In order to maintain the overall "Vintage" feel of Vintage Market Days, we ask that no network marketing items be sold at Vintage Market Days.

11. PAYMENT

Approved vendors must return by mail this signed contract and the total amount due for participation in VMD within 14 days of receiving this contract to guarantee vendor acceptance. A \$25.00 return check fee will apply for any checks returned unpaid. Booth space will not be held if payment in full is not postmarked by _____.

Payment arrangements can be approved by VMD if determined necessary and in the best interest of the VMD event.

Vendor Name: _____ Vendor Number: _____

Additional Vendor Name (if applicable): _____

Booth Size: _____ Booth Price: \$ _____ Electricity Fee: 0 _____ Booth Location: Indoor

Additional Vendor Fee: \$0 _____ Vendor Passes: 1 _____ Extra Pass Fee: \$0 _____

Deposit Paid: _____ Total Payment Due: \$0.00 _____

Please mail signed contract, a copy of your Texas Sales Tax Permit (may be sent separately after permit has been obtained) and payment in full (checks payable to Dallas-McKinney Vintage Market Days) and postmarked by _____ to the following address: Jackie Shaw P.O. Box 433, Sapulpa, OK 74067. Credit Cards will be accepted via phone at 918-688-0142.

12. VINTAGE MARKET DAYS CANCELLATION POLICY

VMD reserves the right to cancel Vintage Market Days if VMD feels the weather conditions are extreme and could result in harm or injury to any individual at VMD. Extreme conditions could include but are not limited to high winds, tornadoes, cold temperatures, and frozen/extreme precipitation. Full credit would be given towards a future market. In the rare event of a "Full Cancellation" we will contact all contracted vendors by phone and/or email no later than (24) hours before the market date.

13. PHOTO RELEASE FOR ADULTS

I hereby consent to and authorize the use and reproduction by Vintage Market Days of any and all photographs and/or video that have been taken of my booth during the event for any purpose, without compensation to me or my assignees. All images and digital files are owned by Vintage Market Days, who reserves the right to use these photographs and/or video for the online publication, Vintage Market Days websites and/or any social media operated by Vintage Market Days and/or Vintage Market Days LLC. I hereby report that I am 18 years of age or older and have read and understood the terms of this release.

I CHOOSE TO DECLINE THE PHOTO RELEASE. (INITIAL HERE _____)

14. CONTRACT ACCEPTANCE

The Vendor agrees that unless and until VMD accepts the Vendor contract, it shall not be binding. If and when the contract is accepted by VMD the vendor will receive a confirmation email confirming payment and acceptance, it shall become binding upon both VMD and Vendor, with respect to space assigned. Pursuant to the terms of this contract, the Vendor has read, understands, and agrees to be bound by the above referenced terms as a Vendor participant in Vintage Market Days.

VMD reserves the right to cancel vendor contract up to 30 days prior to the start of the event if so determined to be in the best interest of the VMD event. VMD will return all fees collected from approved vendor within 30 days of notice of cancellation.

I certify that I agree to abide by all market rules and to not share or reprint any VMD printed material that I receive as being an accepted vendor for a VMD event. I agree to return the executed contract and payment for booth rental for my participation in Vintage Market Days. My signature below certifies that I have read, understand and agree to abide by all the rules and regulations of Vintage Market Days.

Vendor Signature: _____ Date: _____

Additional Vendor Signature: _____ Date: _____

Accepted by VMD: _____ Date: _____